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Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PETER R. FADER
dba Urchin Capital Partners
dba Urchin Partners LLC,

Debtor.

Case No.: 08-30119-DM

Chapter 7

**DECLARATION OF KENNETH
BROWN IN SUPPORT OF FIRST
INTERIM APPLICATION OF
PACHULSKI STANG ZIEHL & JONES
LLP FOR ALLOWANCE AND
PAYMENT OF COMPENSATION AND
REIMBURSEMENT OF EXPENSES
FOR THE PERIOD SEPTEMBER 16,
2019 THROUGH NOVEMBER 28, 2022**

Hearing Date

Date: February 3, 2023
Time: 10:30 AM
Place: Courtcall/Videoconference
Judge: Honorable Dennis Montali

Objection Deadline: January 27, 2023

I, Kenneth H. Brown, declare as follows:

The following facts are personally known to me, and if called to do so, I could and would competently testify thereto.

1. I am a partner in the law firm of Pachulski Stang Ziehl & Jones LLP (“**PSZJ**”). I submit this declaration in support of the *First Interim Application of Pachulski Stang Ziehl & Jones*

1 *LLP for Allowance and Payment of Compensation and Reimbursement of Expenses for the Period*
2 *September 16, 2019 through November 28, 2022 (the “**Fee Application**”).* I have personally
3 reviewed the information contained in the Fee Application, and believe its contents to be true and
4 correct to the best of my knowledge, information and belief.

5 2. PSZJ practices throughout the nation (*see* [https://www.pszjlaw.com/](https://www.pszjlaw.com/aboutpresence.html)
6 [aboutpresence.html](https://www.pszjlaw.com/aboutpresence.html)) and is the largest corporate restructuring law firm in the United States with
7 roughly 80 lawyers, all of whom practice in the insolvency field, with offices located in Houston,
8 Los Angeles, New York, San Francisco, and Wilmington (DE).

9 3. PSZJ has exercised its billing judgment and agreed to a voluntary discount of
10 \$11,069.00 in fees (an approximate 4% discount) in connection with the fees sought in the Fee
11 Application.

12 4. PSZJ customarily charges \$0.20 per page for photocopying expenses, \$0.10 per page
13 for print jobs, and \$0.10 per page for scan copies. PSZJ’s photocopying machines automatically
14 record the number of copies made when the person that is doing the copying enters the client’s
15 account number into a device attached to the photocopier. PSZJ summarizes each client’s
16 photocopying and printing charges on a daily basis. Whenever feasible, PSZJ sends large copying
17 projects to an outside copy service that charges a reduced rate for photocopying. Pursuant to the
18 guidelines promulgated by the Office of the United States Trustee, PSZJ has agreed not to charge for
19 outgoing faxes. Fax receipts are charged at \$0.20 per page, the same costs as PSZJ charges for
20 photocopies.

21 5. PSZJ does not charge for local or long distance telephone calls placed by attorneys
22 from their offices. PSZJ only bills its clients for the actual costs charged PSZJ by teleconferencing
23 services in the event that a multiple party teleconference is initiated through PSZJ.

24 6. Regarding providers of on-line legal research (e.g., LEXIS and WESTLAW), PSZJ
25 charges the standard usage rates these providers charge for computerized legal research. PSZJ bills
26 its clients the actual amount charged by such services, with no premium. Any volume discount
27 received by PSZJ is passed on to the client.
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1 7. I believe the foregoing rates for expenses are the market rates that the majority of law
2 firms charge clients for such services. PSZJ has not been paid or promised any compensation from
3 any source for services rendered in connection with this case.

4 8. PSZJ has not entered into any agreement or understanding with any other entity for
5 the sharing of compensation received or to be received for services rendered and/or to be rendered in
6 connection with this case.

7 9. I believe that the compensation and expense reimbursement sought herein is in
8 conformity with the *Guidelines for Compensation and Expense Reimbursement of Professionals and*
9 *Trustees for the United States Bankruptcy Court for the Northern District of California* except to the
10 extent that certain of the project categories exceed \$20,000. Because of the nature and scope of
11 services provided in those categories, creating additional or sub-categories was determined to be
12 impracticable.

13 10. The compensation and expenses sought herein were billed at rates no less favorable
14 than those customarily billed by PSZJ and generally accepted by the Firm's clients.

15 11. I have personally reviewed the invoice in this matter, and the invoice represents true
16 and correct charges to the best of my knowledge, information and belief.

17 I declare under penalty of perjury that the foregoing is true and correct. Executed this 11th
18 day of January 2023, at San Francisco, California.

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20 /s/ *Kenneth H. Brown*

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Kenneth H. Brown
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